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Counsel for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

12 UNITED STATES OF AMERICA,)
13 Plaintiff,)
14 v.) 2:13-CV-462-JCM-(GWF)
15 \$168,702.91 IN UNITED STATES)
16 CURRENCY,)
17 Defendant.)

**SETTLEMENT AGREEMENT FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO
MATTHEW TAYLOR AND ORDER**

20 The United States of America (“United States”), by and through Daniel G. Bogden, United
21 States Attorney for the District of Nevada, and Daniel D. Hollingsworth, Assistant United States
22 Attorney, and Matthew Taylor, by and through his counsel, Shawn R. Perez, respectively, stipulate as
23 follows:

24 1. This case is a civil forfeiture action seeking to forfeit \$168,702.91 in United States
25 Currency under 31 U.S.C. § 5317(c)(2).

26 | . . .

1 2. In agreeing to forfeit the \$168,702.91 in United States Currency, Matthew Taylor does not
2 admit to any crimes, illegal activity, or wrong doing, and nothing herein shall be construed as an
3 admission of any wrongdoing on the part of Matthew Taylor in any way or as to any matter.

4 3. Matthew Taylor knowingly and voluntarily agrees to the civil judicial forfeiture of the
5 \$168,702.91 in United States Currency.

6 4. Matthew Taylor knowingly and voluntarily agrees to forfeit the \$168,702.91 in United
7 States Currency to the United States.

8 5. Matthew Taylor knowingly and voluntarily agrees to relinquish all right, title, and interest
9 in the \$168,702.91 in United States Currency.

10 6. Matthew Taylor knowingly and voluntarily agrees to waive his right to any civil judicial
11 forfeiture proceedings (“proceedings”) concerning the \$168,702.91 in United States Currency.

12 7. Matthew Taylor knowingly and voluntarily agrees to waive service of process of any and all
13 documents filed in this action or any proceedings concerning the \$168,702.91 in United States
14 Currency arising from the facts and circumstances of this case.

15 8. Matthew Taylor knowingly and voluntarily agrees to waive any further notice to him, his
16 agent, or his attorney regarding the forfeiture and disposition of the \$168,702.91 in United States
17 Currency.

18 9. Matthew Taylor knowingly and voluntarily agrees not to file any claim, answer, petition, or
19 other documents in any proceedings concerning the \$168,702.91 in United States Currency.

20 10. Matthew Taylor knowingly and voluntarily agrees to withdraw any claims, answers,
21 counterclaims, petitions, or other documents they filed in any proceedings concerning the \$168,702.91
22 in United States Currency.

23 11. Matthew Taylor knowingly and voluntarily agrees to waive the statute of limitations, the
24 CAFRA requirements, Fed. R. Civ. P. Supp. Rule A, C, E, and G, the constitutional requirements, and
25 the constitutional due process requirements of any forfeiture proceedings concerning the \$168,702.91
26 in United States Currency.

1 12. Matthew Taylor knowingly and voluntarily agrees to waive his right to a trial on the
2 forfeiture of the \$168,702.91 in United States Currency.

3 13. Matthew Taylor knowingly and voluntarily agrees to waive (a) all constitutional, legal, and
4 equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim concerning,
5 and (c) any claim or defense under the Eighth Amendment to the United States Constitution,
6 including, but not limited to, any claim or defense of excessive fines or cruel and unusual punishments
7 in any proceedings concerning the \$168,702.91 in United States Currency.

8 14. Matthew Taylor knowingly and voluntarily agrees to the entry of a Judgment of Forfeiture
9 of the \$168,702.91 in United States Currency to the United States.

10 15. Matthew Taylor understand that the forfeiture of the \$168,702.91 in United States
11 Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment,
12 or any other penalty that may be imposed on Matthew Taylor in addition to forfeiture.

13 16. Matthew Taylor knowingly and voluntarily agrees to the conditions set forth in this
14 Settlement Agreement for Entry of Judgment of Forfeiture as to Matthew Taylor and Order
15 ("Settlement Agreement").

16 17. Matthew Taylor knowingly and voluntarily agrees to hold harmless the United States, the
17 United States Department of Justice, the Department of the United States Treasury, the United States
18 Attorney's Office for the District of Nevada, the Internal Revenue Service, the Henderson Police
19 Department, their agencies, their agents, and their employees from any claim made by Matthew Taylor
20 or any third party arising out of the facts and circumstances of this case.

21 18. Matthew Taylor knowingly and voluntarily releases and forever discharge the United
22 States, the United States Department of Justice, the Department of the United States Treasury, the
23 United States Attorney's Office for the District of Nevada, the Internal Revenue Service, the
24 Henderson Police Department, their agencies, their agents, and their employees from any and all
25 claims, rights, or causes of action of any kind that Matthew Taylor now have or may hereafter have on
26 ...

1 account of, or in any way growing out of, the seizures and the forfeitures of the property in the civil
2 judicial forfeiture.

3 19. Matthew Taylor knowingly and voluntarily acknowledges, understands, and agrees that (a)
4 federal law requires the Department of the United States Treasury and other disbursing officials to
5 offset federal payments to collect delinquent tax and non-tax debts owed to the United States and to
6 individual states (including past-due child support); (b) if an offset occurs to the payment to be made
7 pursuant to this agreement, they will receive a notification from the Department of the United States
8 Treasury at the last address provided by them to the governmental agency or entity to whom the offset
9 payment is made; (c) if they believe the payment may be subject to an offset, they may contact the
10 Treasury Department at 1-800-304-3107; (d) the terms of this settlement do not affect the tax
11 obligations fines, penalties, or any other monetary obligations owed to the United States or an
12 individual state; and (e) the exact sum delivered to Shawn R. Perez, on behalf of Matthew Taylor, may
13 well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a debt
14 obligation.

15 20. After the property is forfeited in the civil case and the United States District Court has
16 signed the Settlement Agreement concerning the property, within a practicable time thereafter for the
17 United States, the United States agrees to release to Matthew Taylor one payment of \$128,702.91 less
18 any debt owed to the United States, any agency of the United States, or any debt in which the United
19 States is authorized to collect, through Shawn R. Perez. Matthew Taylor knowingly and voluntarily
20 agrees to fill out the Department of the United States Treasury Automated Clearing House (“ACH”)
21 form accurately and correctly and submit it to the United States Attorney’s Office so that the payment
22 of the money can be disbursed by electronic fund transfer. Matthew Taylor knowingly and voluntarily
23 agrees the \$128,702.91 may be offset by any debt owed to the United States, any agency of the United
24 States, or any debt in which the United States is authorized to collect.

25 21. Each party acknowledges and warrants that its execution of the Settlement Agreement is
26 free and is voluntary.

1 22. The Settlement Agreement contains the entire agreement between the parties.

2 23. Except as expressly stated in the Settlement Agreement, no party, officer, agent, employee,
3 representative, or attorney has made any statement or representation to any other party, person, or
4 entity regarding any fact relied upon in entering into the Settlement Agreement, and no party, officer,
5 agent, employee, representative, or attorney relies on such statement or representation in executing the
6 Settlement Agreement.

7 24. The persons signing the Settlement Agreement warrant and represent that they have full
8 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
9 they are signing, to the terms of the Settlement Agreement.

10 25. This Settlement Agreement shall be construed and interpreted according to federal
11 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,
12 and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States
13 District Court for the District of Nevada, located in Las Vegas, Nevada.

14 26. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

15 27. This Settlement Agreement shall not be construed more strictly against one party than
16 against the other merely by virtue of the fact that it may have been prepared primarily by counsel for
17 one of the parties; it being recognized that both parties have contributed substantially and materially to
18 the preparation of this Settlement Agreement.

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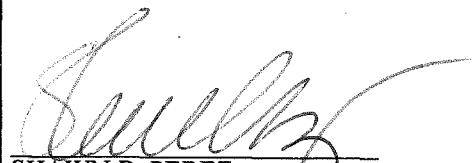
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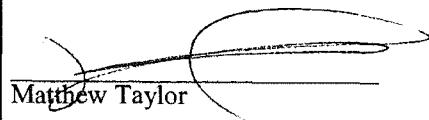
1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
2 cause for the seizure and forfeiture of the \$168,702.91 in United States Currency.

3 DATED: _____



4
5
6 SHAWN R. PEREZ
7 Counsel for Matthew Taylor

8 DATED: 11-14-13



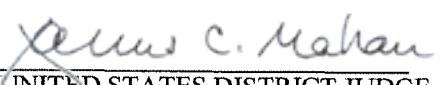
9
10 Matthew Taylor
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12 DATED: January 22, 2014

13 DANIEL G. BOGDEN
United States Attorney

14 /s/ Daniel D. Hollingsworth
15 DANIEL D. HOLLINGSWORTH
16 Assistant United States Attorney

17 IT IS SO ORDERED:

18 
19 UNITED STATES DISTRICT JUDGE
20
21 DATED: January 24, 2014